

Sunnyside Heights Homeowners Association Rules

Adopted April 2020

The Sunnyside Heights Home Owners Association Rules and Regulations were created and adopted by the Board and the authority vested in the Board by the homeowners, as stated in Sunnyside Heights Homeowners Association Bylaws. These Rules and Regulations are for the purpose of promoting harmonious living at Sunnyside Heights. The Board may make, alter, or repeal rules and regulations covering details of the operations and use of the property at any time with the majority of the Board vote.

PLEASE READ ALL INFORMATION CAREFULLY!

Formal Rules: The formal “Rules” governing a residential community include in order of controlling authority:

1. Civil and criminal laws governing the conduct of all citizens;
2. Declaration of Covenants, Conditions and Restrictions also known as “Declaration” or “CC&R’s”;
3. Association Articles of Incorporation and Bylaws;
4. Rules and Regulations adopted by the Board of Directors of the Sunnyside Heights Homeowners Association.

Rules Binding: These Rules and Regulations are binding upon all Homeowners, tenants, their children, temporary residents and guests. The Board has both the power and obligation to enforce the Rules and Regulations.

Homeowner/Tenant Responsibility: Every Homeowner is responsible for their own conduct and the conduct of their tenants and guests. Likewise, every tenant is responsible for their own conduct and the conduct of their guests. Homeowners are responsible and are expected to pay any damages and fines that their tenants, their children, temporary residents and guests cause or incur.

Board Enforcement: The Board and/or the Property Manager will work to enforce these Rules and Regulations, but the participation and cooperation of every Homeowner occupant is essential to our success in maintaining a desirable residential area.

Board Discretion and Enforcement: The Board shall have the right to enforce any provision of these Rules and Regulations or the provisions of the Declaration and to recover damages resulting from any violation. Failure of the Board to enforce any provision shall in no event be deemed a waiver of the right to do so.

Enforcement Remedies: The Board has a variety of remedies available to enforce compliance with the Rules and Regulations including:

1. Fines
2. Interest on overdue charges
3. Recovery of legal fees and court costs
4. Damages

[Table of Contents](#)

1. General Rules
2. Exterior Modifications to Home and Property
3. Landscaping
4. Storing of Items
5. TV Antennas and Satellite Dishes
6. Vehicles and Parking
7. Pets - Homeowner and Tenant Responsibilities
8. Garbage and Recycling
9. Noise /Offensive Activity
10. Home Sale
11. Rentals/Lease/Sub-lease
12. Common Areas
13. Children and Play Structures
14. Security and Safety
15. Assessment/HOA Dues Policy
16. Fines
17. Grievances

1. General Rules

- A. In accordance with City of Marysville zoning laws, the Declarations and Bylaws and the Rules and Regulations of the Association, homes shall be used for and restricted for use as single family residences only.
- B. All communications regarding the condition and operation of Sunnyside Heights Homeowners Association and any concerns regarding the Rules and Regulations shall be directed to the Property Manager.
- C. No illegal activity shall be conducted on the property or in the home.
- D. If a Homeowner or Tenant is abusive or threatening to any Board member or the Property Manager in the course of HOA business, the Board may vote to no longer interact with that person and appoint a neutral party to communicate with the Homeowner at the Homeowner's expense.

- E. Home business that promotes additional traffic and excessive noise is not allowed.
- F. Homeowners shall be financially responsible for damage caused to their homes, or other homes, due to negligence or carelessness.
- G. Activities by Homeowners, residents, guests, pets and children that may cause damage to any common area shall be prohibited. Any damage shall be the financial responsibility of the Homeowner.
- H. Littering is not permitted.

2. Exterior Modifications to Home and Property

The Property value of our homes is our common concern. The appearance and condition of our homes has a great impact on our property values, **so any Homeowner's visible alterations must receive the ACC's (Architectural Compliance Committee)/Board's written approval.**

- A. Homeowners must submit their request for modification in writing and receive the ACC's/Board's written APPROVAL PRIOR to commencing work. Requests with plans and specifications must be submitted in writing to the Property Manager. Form to be provided upon request.
- B. Any unapproved alterations will be required to be returned to the original condition at the expense of the Homeowner within ten days of notification from the ACC/Board and will receive a \$100.00 fine.
- C. No decks, patio, hot tub, children's play equipment, play structure, fence or any other structure shall be constructed or installed outside of any Home without the prior written approval of its location, design, materials, color and appearance by the ACC with due regard for the appearance of the proposed improvement and impact upon surrounding Homes, Common Elements, and the entire Subdivision Plat.
- D. No portable basketball hoops shall be used or stored in common areas or on public streets.
- E. Exterior screen doors may be attached to the door frame without prior written approval of the Board provided that color matches that of the existing trim and/or door color of the home.
- F. Home maintenance is the responsibility of the homeowners. Home maintenance needs to be performed when visible chipping, peeling, wood rot, and molding has occurred.
- G. Holiday decorations need to be removed and put away 30 days after the holiday.
- H. Security lighting may not shine directly into another home.

3. Landscaping

- A. Potted plants on decks, patios and front doorways are allowed as long as they do not obstruct the common sidewalk. Any dead plants must be removed immediately.

- B. Weeds should not be allowed to accumulate and grass should be maintained so that height does not exceed 5”.
- C. Owners are responsible to maintain the structure and property so that the accumulation of water is limited to 48 hours after the last significant rainfall. This rule is to protect the community and rockeries from damage due to erosion. The accumulation of rain barrels or similar devices is permitted, provided they are kept toward the rear of the house.
- D. Landscape decorations need to be neat, orderly and working.

4. Storing of Items

- A. Access to common walks and roads shall not be blocked in any way.
- B. Areas visible to the outside must be kept neat and free of clutter, laundry, garbage, any household furniture, dead plants, empty boxes, or other unsightly objects.
- C. Bicycles, toys, etc. must not be left on the sidewalks or common areas.
- D. Storage on decks - no unsightly tarps or covers shall be used to cover stored items.
- E. No household furniture such as sofas, futons, or mattresses shall be stored on patio/decks.
- F. No clothes lines or other similar structures shall be visible from other homes.
- G. No boats, canoes, rowboats, rafts or kayaks shall be stored on patios/decks.
- H. Items on front and rear patios and decks may consist of flower boxes, benches, and patio furniture. Storage of strollers, laundry, toys, weightlifting equipment, motorized vehicles, etc., is prohibited.
- I. Storage of garbage, garbage bags, ladders and household or vehicle cleaning supplies in areas visible from the street is prohibited.
- J. Storage of gasoline or other hazardous flammable materials on patios, decks, or in exterior of the homes is prohibited (with the exception of no more than two 20lb propane tanks for use with a grill).
- K. Garbage should be immediately and properly disposed of.

5. TV Antennas and Satellite Dishes

- A. No television antennas or radio antennas shall be installed within or mounted in the common areas.
- B. No television antennas, satellite dishes or radio antennas, larger than 36 inches shall be installed within or mounted to the exterior of any home without prior approval from the Board.

6. Vehicles and Parking

- A. No major vehicle repairs or maintenance shall be done in any driveway, street or common areas. Any work that is done to a vehicle must be cleaned up and put away at the day's end. No commercial vehicle repair or maintenance is allowed.

- B. Private vehicles are to be parked in garages first. Parking in driveways should not extend into public road or sidewalk. Parking in the drive aisle is not allowed.
- C. Street parking is typically reserved for all guests with a 72 hour limit.
- D. No inoperable motor vehicles may be parked on driveways, streets or common areas for more than 72 hours.
- E. Parking of RV's, campers, motor-homes, boats, trailers, and heavy vehicles is prohibited in driveways, streets and open areas for more than 12 hours.
- F. Vehicles should not be parked in obstruction to public access points like mail boxes, pedestrian access, sidewalks. Any vehicle in violation of the Rules and Regulations and Bylaws may be fined or towed at Owners' risk and expense (see fine structure #16).
- G. The speed limit in the community is 25 mph or less, unless otherwise posted.

***GENERAL PARKING RULES:**

The Board shall maintain the right to remove any vehicle at the Homeowners expense and fine Homeowners \$100.00. All tows and/or impounds will be at the vehicle owner's expense.

A vehicle shall be removed if it is:

- a. Parked so that it obstructs or encroaches a marked fire lane, fire hydrant or driveway resulting in immediate towing with no warning required.
- b. Parked so as to cause congestion or other, hazardous condition.
- c. Parked partially on sidewalks. Pedestrians have the right-of-way over vehicles.

All parking spaces are restricted for parking of operable and currently licensed motorized vehicles only. The police define inoperable as:

- i. Any vehicle which is improperly licensed or without current tabs.
- ii. Any vehicle which is not highway operable due to a physical condition, i.e. broken down, broken glass, flat tire, or broken lights.

7. Pets - Homeowner and Tenant Responsibilities

- A. Pets are to be leashed and under the owner's control at all times when outside.
- B. Owners are responsible for the immediate removal of pet waste from yards and common areas. (Be advised that even backyard waste is likely to attract rodents.)
- C. Owners should not let dogs urinate and defecate on residents' lawns as it tends to leave holes in the grass (and isn't neighborly).
- D. Poisonous or dangerous pets are prohibited, as are "farm animals" such as chickens, rabbits, goats... (If you have any questions about pets that are not typical, contact the property manager).
- E. The property manager and/or board may cause the removal of a pet that unreasonably disturbs or is a hazard to other residents, their children or their pets.

8. Garbage and Recycling

- A. No inoperable vehicles, equipment, or waste of any kind shall be deposited on or left upon any resident yard or driveway area. All garbage, cuttings, and/or debris shall be placed in an attractive container, such as those provided by the City of Marysville.
- B. Waste disposal containers must be suitably located and neatly stored on the side of the home or inside the garage. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- C. Homeowners/tenants are required to remove their garbage receptacles and recycling bins from curbside by 8pm the day of trash/recycle pick-up. Garbage is for ordinary household trash only and shall not be used for large items such as furniture or hazardous material, etc. It is the responsibility of Homeowners and tenants to take oversized items to the dump that the Garbage Company declines to remove.
- D. It is the Homeowner/Tenant's responsibility to clean up their spilled trash.

9. Noise /Offensive Activity

- A. All Homeowners are to comply with the City of Marysville noise ordinance.
- B. Residents shall exercise reasonable care to avoid making or permitting to be made, any loud, disturbing or objectionable noise, which is deemed a nuisance, or interferes with the enjoyment of other residents.
- C. Stereos, televisions, musical instruments, appliances, outdoor water outlets, etc., should be used so as not to disturb other residents.
- D. No occupant shall cause or permit any disturbing noise or disorderly conduct in their home or on the premises, or to permit acts that interfere with other residents.
- E. All residents shall schedule or perform repair work, removal, installation, remodeling, etc., with required operations such as hammering, sawing, drilling, sanding, etc., between the hours of 7:00 am and 7:00 pm.
- F. Homeowners/tenants shall exercise extreme care to confine noise to their own home between the hours of 10:00 pm and 7:00 am.

10. Home Sale

- A. Each Homeowner shall provide the property management company with a current list of all persons in the residence in their respective units. Changes in residency should be reported immediately to the management company.
- B. For Sale signs are allowed on the north side of the entrance at the corner of Sunnyside Blvd and 37th Place NE. For Sale signs limited to no more than 5 square feet are to be posted directly in front of the home and shall be removed within 1 week of closing. All other signs are prohibited without written permission of the Board.
- C. Owners are responsible for advising their real estate agent about the community parking, noise, and other regulations during an open house.

11. Rentals/Lease/Sub-lease

- A. No Owner or other person shall be permitted to rent or lease a home for less than 90 days.
- B. Of the 17 homes of the Sunnyside Heights community, no more than two homes may be rented at any time.
- C. No leases or rental of a home may be of less than the entire home (no subdividing).
- D. Any lease or rental agreement terms are subject in all respects to the provisions of the Declaration and Bylaws and the Rules and Regulations of the Association. Failure by the tenant to comply shall be a default of the lease or rental agreement and the Owner grants the Board and the property managing agent the authority to evict the tenant on the Owners behalf for such default, upon only such notice as is required by law.
- E. All Leases or rental agreements must be provided to the Property Manager for Board approval prior to the tenant moving in.
- F. All leases and rental agreements shall be in writing. Copies of leases and rental agreements shall be delivered to the property management company before the tenancy commences.
- G. The Board must be provided - prior to move-in date - the names, phone numbers, emails and other related information regarding the tenants.
- H. Time sharing is prohibited.
- I. Sub-leasing is prohibited.
- J. In accordance with City of Marysville zoning laws and the Declarations and Bylaws and the Rules and Regulations of the Association, homes shall be used for and restricted for use as single family residences only.
- K. All homes in the Sunnyside Heights Community are single family and cannot be converted to multi-family homes or multi-lease rentals.
- L. All tenants will agree, by signing the lease agreement, to comply with the provisions of the Declaration, Bylaws and rules of the Association. Any failure of a tenant to comply with the terms of the Declaration, Bylaws and Rules of the Association shall be an event of default under the lease agreement. In the case of such default, the Board may require the Homeowner to evict the tenant.
- M. The Homeowner is held responsible for any damages to common areas or limited common areas caused by the tenant, whether or not the tenant was in violation of the rental agreement or any rules or regulations. Rental of a unit does not constitute a waiver or relinquishment of the Homeowner's responsibilities.

12. Common Areas

The common areas are defined as areas in the development that are owned by the Association and do not belong to any specific Homeowner.

- A. Residents are required to clean up after themselves and their pets.
- B. All spills or leaks are to be cleaned up by the responsible Homeowner.
- C. Homeowners will be responsible for all actions of their guests, children and tenants.

- D. The cost to repair any damage to the common area shall be charged to the responsible Homeowner.
- E. Personal items may not be placed or left in the common areas.
- F. Bicycles, skateboards, rollerblades and motorized vehicles are prohibited from unpaved surfaces. Helmet use is required for all skateboards, bicycles and rollerblades.

13. Children and Play Structures

- A. No platform, dog house, play house or structure of a similar kind, or nature shall be constructed on any part of a Unit or Common Area without the express written prior approval of the ACC.
- G. Basketball hoops shall not be allowed on the Units or Common Elements. No portable basketball hoops shall be used, stored or located on the any Unit or common area or upon the public streets adjacent there to.
- H. Children under the age of seven must not be left unattended.
- I. Children may not play, ride their bicycles or skateboards on or around other resident's lawns, driveways, walkways, decks, or patios.
- J. Homeowners will be responsible for all actions of their guests, children and tenants.

14. Security and Safety

- A. If you have an emergency that requires police, fire or medical assistance, call 9-1-1.
- B. All residents shall promote to the fullest extent possible, the security of the neighborhood, its homes, common areas and surrounding grounds, by observance of the Rules and Regulations and the exercise of common sense.
- C. Activities, which could cause damage to common areas or other homes, are prohibited. The cost of repairing any such damage shall be the financial responsibility of the party causing such damage and the Homeowner.
- D. If you have an emergency situation that threatens the safety of your home or the Association, immediately call 9-1-1 first, and then notify the Management Company.
- E. All residents shall report incidents of theft, vandalism and breaches of peace to the police and Management Company immediately.

15. Assessment/HOA Dues Policy

Statements or invoices for HOA dues are mailed to each homeowner as courtesy provided by the Property Manager for the Sunnyside Heights Homeowners Association. Assessments are due semiannually on January 1st and July 1st, and are to be mailed in a timely manner to the Property Manager at the following address:

Sunnyside Heights Homeowners
~~PO BOX 128~~ c/o Northfield Properties, Inc.
PO Box 12631, Everett, WA 98206

Assessments should be received by the management company no later than the 20th day of the calendar month. After the 20th day, payments shall be deemed delinquent and a late charge of \$35.00 will be assessed. After the initial 30 days delinquent, the fee will increase to \$50.00 per month and will be assessed monthly until all assessments are paid in full.

- A. Assessments delinquent 90 days may be turned over to an attorney, or collection agency for collection. The Board may proceed in filing a lien against the property in order to collect delinquent assessments.
- B. The Homeowner shall pay all costs incurred by the Association for attorney/collection fees.
- C. If the Homeowner is in default over 90 days, and if the home is rented, the Board may collect the rent due to the Homeowner. Delinquent assessments and all costs incurred shall be deducted from the rent, and the balance returned to the homeowner.
- D. Payment received by the Property Manager will be applied in the following order:
 - a. Monthly maintenance fee, then
 - b. Special assessments, if any
 - c. Fines and sanctions
 - d. Late charges
 - e. Interest due on any sum
- E. All expenses incurred by the Association or the Board - including all legal costs, fees of collection agencies and fees to release a lien - will be specially assessed to the home whose Homeowner is delinquent and further is subject to all the provisions of this section.
- A. The Board reserves the right to waive these procedures when an Homeowner, prior to any delinquency, notifies the Board and Property Manager that a special hardship circumstance exists. The notice must be in writing and must include the Homeowner's plans to bring the account current. All requests for special consideration will be kept confidential.

16. Fines

The Board urges all Homeowners and occupants to make every attempt to solve problems themselves before using these procedures.

- A. The penalized Homeowner shall have the option to appeal in writing to the Property Manager and/or Board for reconsideration, or at a meeting in person.
- B. Any Homeowner or occupant may write a letter to the Property Manager giving a full detailed account of the problem, including who, what, when and where.
- C. In a bona fide emergency, the Property Manager will accept a telephone call, with a written complaint to follow.
- D. Any Homeowner or occupant filing a complaint must identify themselves.

- E. Any Homeowner or occupant has the right to file a complaint with the police or other civil authority.
- F. If the original problem persists, the Homeowner or occupant may file additional written complaints with the Board /Property Manager.
- G. Residents must notify the Property Manager of any rule violations. The Property Manager will notify the offender in writing and forward a copy to the Board.
- H. Homeowners shall be financially responsible for all damages caused by their tenants or guests and for any fines imposed as the result of conduct on the part of their tenants, guests or invitees. Any charge for damages or fines shall be imposed against the unit in which the party responsible rented or was visiting, and shall be enforceable.

Homeowners and occupants in violation of the provisions of the Declaration or Amendments thereto, the Bylaws or Rules and Regulations adopted by the Board shall be subject to the following procedure to enforce compliance, except as provided specifically. Any infraction of the rules and regulations shall carry a monetary penalty per offense (after one warning).

Fine Structure for infractions to the rules and regulations:

- a. First violation – Email or Written warning, specifying time to come into compliance.
- b. Second violation – Email or Written notification of \$100.00 fine, plus any costs, specifying time to come into compliance sent written notification
- c. Third violation - Email or Written notification of \$250.00 fine, plus any costs, specifying time to come into compliance sent written notification Penalties may be multiple and cumulative for multiple offenses.
- d. Fourth violation - Written notice of lien to be filed on property, management can hire an attorney or hire collection agency. Legal action may be filed in a court of law.

Unpaid dues or fines will be either sent to collection or posted as a lien against the home. All expenses incurred by the Board and Property Manager, including all legal and collection costs, will be specifically assessed to the home whose Homeowner or occupant is in violation.

The Board, at its discretion, shall have the power of enforcing the Rules and Regulations by whatever action is deemed necessary to the Homeowner, guests, or tenants who continue to infringe upon the Rules and Regulations and/or Declarations.

The Board reserves the right to reject any complaint if:

- i. It is of a frivolous nature.
- ii. Its intent appears to be harassment.

iii. It is vague and lacking in necessary concrete details.

17. Grievances

If you are disturbed by the actions of other residents, you may wish to make personal contact with the offending party to make them aware of the situation. Most times a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a formal written complaint to the Board via the Property Manager.

Sunnyside Heights Homeowner Association Board